

RECORDATION NO. ⁵⁷⁴⁸⁻¹²³
Filed & Recorded

JUN 11 1970 - 4 22 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 10 COUNTERPARTS

OF WHICH THIS IS NO. 10

ASSIGNMENT, dated as of May 15, 1970, between CAVAN EQUIPMENT CORPORATION, a New York corporation (hereinafter called the "Corporation"), and CAVAN EQUIPMENT COMPANY, a New York limited partnership (hereinafter called the "Partnership").

WHEREAS, the Corporation has accepted an Assignment of Purchase Agreement, dated as of May 15, 1970, from the Chesapeake and Ohio Railway Company, and

WHEREAS, the Corporation has entered into a Conditional Sale Agreement, dated as of May 15, 1970 (hereinafter called the "Conditional Sale Agreement"), with International RAMCO Inc. (hereinafter referred to as the "Manufacturer"), and The Chesapeake and Ohio Railway Company, providing for the sale to the Corporation of the railroad equipment described in Annex B to the Conditional Sale Agreement (said equipment being hereinafter referred to as the "Equipment"), and

WHEREAS, the Corporation has entered into a Lease of Railroad Equipment, dated as of May 15, 1970 (hereinafter called the "Lease"), with The Chesapeake and Ohio Railway Company (hereinafter called the "Lessee"), as Lessee, providing for the lease of the Equipment to the Lessee, and

WHEREAS, the Corporation, in accepting the Assignment of Purchase Agreement and in entering into the Conditional Sale Agreement and the Lease which relate to the Units of the Equipment hereinafter specified, has acted solely as nominee for the Partnership pursuant to a Nominee Agreement, dated as of the date hereof (hereinafter called the "Nominee Agreement"), between the Corporation and the Partnership, the Partnership being the beneficial owner of the entire interest of the Corporation in and to the Units and in and to the Assignment of Purchase Agreement, Conditional Sale Agreement and Lease, and

WHEREAS, none of the Units has as yet been delivered under the Conditional Sale Agreement or under the Lease,

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH:

That, in accordance with the covenants in the Nominee Agreement contained and pursuant to the request of the Partnership:

1. The Corporation hereby assigns, transfers and sets over unto the Partnership, its successors and assigns, subject, however, to the rights and remedies of the Manufacturer and its assigns under the Conditional Sale Agreement and to the rights of the Lessee under the Lease:

(a) all the right, title and interest of the Corporation in and to each of the following units (herein called the "Units") of the Equipment:

| <u>Number of Units</u> | <u>Description</u> | <u>Road Numbers (inclusive)</u> | <u>Manufacturer</u> |
|----------------------------|--------------------|-------------------------------------|-----------------------------|
| 55 | All Steel Cabooses | 3260-3314 | International RAMCO Inc. |

(b) all the right, title and interest of the Corporation in and to, and all of the rights, powers, privileges and remedies of the Corporation under the Assignment of Purchase Agreement, Conditional Sale Agreement and Lease.

2. It is understood and agreed that neither the Partnership nor any of its partners assumes any of the obligations of the Corporation under the Conditional Sale Agreement or the Lease, such obligations being and remaining solely corporate obligations of the Corporation in respect of which neither the Partnership nor any of its partners shall have any personal liability whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CAVAN EQUIPMENT CORPORATION

By James G. Mills
President

Attest:

Michael T. Schaffield
Secretary

CAVAN EQUIPMENT COMPANY

By William J. Konder

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)


On this 10th day of JUNE, 1970, before me personally appeared JAMES G. WELLS, to me personally known, who, being by me duly sworn, says that he is the President of CAVAN EQUIPMENT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John Holbrook
Notary Public
New York

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

SS.:

On this 10th day of June, 1970, before
me personally appeared WILLIAM J. CONDREN, to me known, who,
being by me duly sworn, says that he is one of the general
partners of CAVAN EQUIPMENT COMPANY, that said instrument
was signed on behalf of said partnership, CAVAN EQUIPMENT
COMPANY, pursuant to due authority, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said partnership.



Notary Public

DEMERAH MENTZEL
Notary Public, State of New York
No. 31-2661295
Qualified in New York County
Commission Expires March 30, 1971